

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

IN RE SUBARU BATTERY DRAIN  
PROD. LIAB. LITIG.

No. 1:20-CV-03095-JHR-MJS

HON. JOSEPH H. RODRIGUEZ

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR  
ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

**WHEREAS**, Plaintiffs and Defendant Subaru of America, Inc. and Subaru Corporation (together, "Subaru") executed an agreement to settle this matter, subject to Court approval;

**WHEREAS**, the Court reviewed the parties' Settlement Agreement and issued an order granting preliminary approval to it on June 23, 2022 (ECF No. 75);

**WHEREAS**, through arms'-length negotiations, including several mediation sessions with the Hon. Joel Schneider, U.S.M.J. (Ret.), Defendants have agreed to pay (1) \$4,100,000.00 in attorneys' fees and expenses to Class Counsel, and (2) \$4,000.00 in service awards to each of the thirteen Plaintiffs (\$52,000.00 total);

**WHEREAS**, after considering Plaintiffs' motion, memorandum of law and supporting materials (including the declarations from counsel) as well as any material(s) that may be filed in opposition thereto, the Court having concluded that

Plaintiffs' request for fees, expenses, and the payment of service awards is reasonable and permissible under the applicable law;

**IT IS ORDERED AS FOLLOWS:**

1. The Court finds the attorney fees and costs requested by Class Counsel are fair and reasonable, given Plaintiffs' counsel's lodestar of \$2,923,825.00 at the time of filing their motion. The Court has reviewed the Joint Declaration submitted by Class Counsel and finds that Plaintiffs' counsel reasonably spent over 4,474 hours representing the interests of the Class through this litigation, that Plaintiffs' counsel hourly rates are reasonable and in line with the prevailing rates in the community for complex class action litigation, and that the costs incurred to prosecute the litigation were reasonable.

2. Plaintiffs' counsel also submitted—and the Court considered—their detailed billing records, which further demonstrate that the time incurred by Plaintiffs' counsel was reasonable and necessary to the successful resolution of this complex class action litigation.

3. The Court finds that the factors enumerated in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190 (3d Cir. 2000) support Class Counsel's request. Specifically:

- a. The size of the fund and number of persons benefitted supports Class Counsel's fee request, as the settlement provides substantial relief to owners and lessees of 2,846,483 Settlement Class Vehicles.
- b. The absence of objections by Settlement Class Members supports Class Counsel's fee request, as only a small percentage of objections to the settlement have been received.
- c. The skill and efficiency of the attorneys involved supports Class Counsel's fee request, as the settlement provides substantial benefits to the Settlement Class Members in the face of significant risk of further litigation.
- d. The complexity and duration of the litigation supports Class Counsel's fee request, as this complex class action litigation has been pending for over a year and has required extensive work by Class Counsel to reach a successful conclusion.
- e. The risk of nonpayment supports Class Counsel's fee request, as Class Counsel brought this litigation on a contingency basis and risked non-payment as a result.
- f. The amount of time devoted by Plaintiffs' counsel supports Class Counsel's fee request, as over 4,474 hours of contingent work was performed in this matter as of September 30, 2022. This work included

discovery, settlement negotiations, class member interviews, mediation, the 30(b)(6) deposition of Subaru's Director of Field Quality, and Class Counsel's own independent investigation into the alleged defect.

- g. The fee awards in similar cases supports the fee request, as the fee request in this case is on the low end of similar automotive class action settlements in the District of New Jersey. Further, the lodestar multiplier of 1.38 is on the low end of multipliers awarded in the District of New Jersey.

4. In light of the foregoing, and upon the Court's consideration of the briefing and declarations submitted, Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards is **GRANTED**.

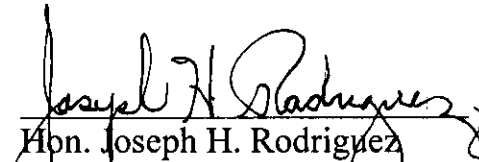
5. Defendants Subaru of America, Inc. and Subaru Corporation shall pay Class Counsel \$ 4,100,000.00 for their attorneys' fees and expenses, in accordance with the Settlement Agreement.

6. Defendants Subaru of America, Inc. and Subaru Corporation shall also make an additional payment totaling \$ 52,000.00 to Class Counsel for the service awards of the thirteen Plaintiffs, which amounts shall then be remitted by Class Counsel to the Plaintiffs.

7. All other payments and costs shall be borne as set forth in the Settlement Agreement or as agreed to by the parties.

**IT IS SO ORDERED.**

Dated: January 24, 2023

  
Hon. Joseph H. Rodriguez  
United States District Judge